

**VOLUNTARY CLEANUP CONTRACT
17-5707-NRP**

**IN THE MATTER OF
GREENWOOD FOUNDRY, GREENWOOD COUNTY
and
CITY OF GREENWOOD**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the City of Greenwood, with respect to the Property located at 1801 Foundry Road, Greenwood, South Carolina. The Property includes approximately 13.49 acres identified by Tax Map Serial Number 6855-515-137, Lots 1 and 2. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 7, 2017, and any amendments thereto, by the City of Greenwood, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Greenwood" means the City of Greenwood.
- B. "Beneficiaries" means Greenwood's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Greenwood or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Estate of J.W. and Mattie Sullivan	To 1937
Greenwood Mills	1931 to 2004
Operators: Greenwood Mills (1931 to 1985)	
Synehi Castings, Inc. (1985 to 1997)	
Greenwood Housing Authority, Inc.	2004 to Present

- B. Property and Surrounding Areas: The Property is bounded generally by Foundry Road with multi-family housing and vacant land beyond to the north, a sanitary sewer right-of-way with a community center and multi-family housing beyond to the east, a former railroad embankment with single family residences beyond to

the south, and a former railroad terminal with South Main Street followed by commercial and residential properties to the west.

- C. The Phase I Environmental Site Assessment (ESA) submitted in support of this Contract (dated May 31, 2017, prepared by Cardno) identifies that the Property was purchased in 1931 by Greenwood Mills. Greenwood Mills constructed a foundry on the Property for manufacture of cast iron parts for textile operations. In 1985, Greenwood Mills closed the foundry and leased the Property to Synehi Castings, Inc., which performed similar foundry operations from 1985 to approximately 1997. In 1997 Synehi moved its operations, but continued to store machinery at the Property until the Greenwood Housing Authority bought the Property in 2004. The buildings were demolished in 2006. A former railroad terminal was located on the southwestern boundary of the Property.

Historical records provide limited information on the operations of the foundry. A 1947 Sanborn Map identifies that the main foundry building had an earthen floor at that time. As reported in the Phase I ESA, aerial photographs identify areas of black discoloration and limited vegetation on the northern portion of the Property since the 1960s. Residences were present in the southeastern portion of the Property in the 1940s and at least until the mid-1960s. After removal of the residences, the southeastern portion of the Property has become mostly covered with trees. Phase I ESAs conducted in 2004, 2007 and 2017 identified black granular material consistent with foundry casting sand in several areas of the Property. The 2004 and 2007 Phase I ESAs also identified a large area of fine grained black material and limited areas of slag material primarily in the northeastern portion of the Property. These materials may not have been observed during the 2017 Phase I ESA due to vegetative overgrowth. The 2017 ESA identified discarded solid waste materials in several areas on the Property including tires, two fiberglass boat hulls, a fiberglass boat mold, and household waste.

Southern Railway Company operated a railroad freight depot adjacent to the southwest boundary of the Property and rail lines that extended along the western and southern boundaries from sometime prior to 1939 until 2001. A Phase I Environmental Site Assessment of the Old Freight Depot property (dated June 28, 2007 prepared by URS Corporation) identified a large area of discarded materials including automobile tires, railroad ties, partially buried drums in poor or crushed condition, and an approximately 1000-gallon storage tank with petroleum odors in a low woodland area east of the former depot building and near the southwestern border of the Property.

- D. Investigations / Reports: Phase II ESAs were conducted on the Property by URS in 2008 and by Cardno in 2014. The 2008 Phase II ESA included sampling and analysis of groundwater, soil, surface water, sediment and foundry waste materials. Results identified lead in groundwater slightly above the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2016). Results also identified metals, polynuclear aromatic hydrocarbons (PAHs) and polychlorinated biphenyls (PCBs) in soil above levels acceptable for unrestricted use, but did not delineate the extent of contamination. Toxicity Characteristic Leaching Procedure testing of the four foundry waste samples identified that these materials are non-hazardous. The 2014 Phase II ESA included collection of 34 soil borings and selection of 23 samples for laboratory analysis to better define the extent of soil contamination. Results identified widespread distribution of PAHs and metals in soil across the Property.

A Site Specific Risk Assessment (dated August 8, 2014, prepared by TetraTech) was conducted to identify Site Specific Risk Based Screening Levels (SSRBSLs) for exposure scenarios consistent with use of the Property as a recreational park. Via electronic mail on September 18, 2014, the Department approved the

SSRBSLs for recreational park use, stipulating that corrective measures will be required to address areas with contaminant levels that exceed the SSRBSLs, and that land use restrictions will be required to restrict future use of the Property.

E. Applicant Identification: The City of Greenwood is a state of South Carolina local government with its principal place of business located at 520 Monument Street, Greenwood, South Carolina, 29646.

F. Proposed Redevelopment: Greenwood will acquire the Property and intends to develop it as a public park and greenspace.

CERTIFICATIONS

3. Greenwood has certified upon application that: 1) Greenwood is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. Greenwood agrees to conduct the response actions specified in the sub-paragraphs below. An Analysis of Brownfields Cleanup Alternatives (ABCA) shall be submitted by Greenwood, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. Subsequent Work Plans for Corrective Measures and Reports shall meet the criteria specified below. Greenwood shall perform all actions required by this Contract, and any related actions of Greenwood's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Greenwood shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - ii. EPA Target Analyte List excluding cyanide (TAL-Metals);
 - iii. the full EPA Target Compound List (TCL);

- i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - v). Toxicity Characteristic Leaching Procedure
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Greenwood's consulting firm(s), analytical laboratories, and Greenwood's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
 - b). Greenwood shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Greenwood in writing of approvals or deficiencies in the Work Plan.
- 8). Greenwood, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

- 9). Greenwood shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Greenwood shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Greenwood shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Greenwood shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Greenwood shall further characterize all Waste Materials and Segregated Sources identified below as necessary for disposal of the materials in accordance with applicable regulations. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). Solid waste materials including tires, boat hulls and boat mold, and household waste;
 - b). Foundry waste materials including apparent foundry casting sand and slag that is present in piles present above land surface shall be characterized if necessary for offsite disposal.
- 2). Greenwood shall also characterize for disposal any other Waste Materials and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Greenwood shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). Greenwood shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Greenwood shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Greenwood shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Greenwood shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this

- 2). Greenwood shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Greenwood shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the selected corrective measures, Greenwood shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:
 - i. Soil with contaminant concentrations that exceed Site Specific Risk Based Screening Levels using exposure scenarios consistent with use of the Property as a recreational park.
 - ii. Groundwater.
 - b). Greenwood may request Department approval to update a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Greenwood shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may

information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Greenwood, of the well owner or occupant of the residence served by the well.

E. Institute reasonable Contamination control measures:

- 1). Greenwood shall remove from the Property and properly dispose of Waste Materials and Segregated Sources of Contamination, with the exceptions as described below, in accordance with applicable regulations based on characterization results.
 - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:
 - i. Solid waste materials including tires, boat hulls and boat mold, and household waste materials.
 - ii. Foundry waste materials present in piles above land surface including apparent foundry casting sand and slag
 - b). Greenwood shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - c). Existing foundry waste present beneath the land surface including apparent foundry casting sand and slag, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Greenwood shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.E.2 below. Greenwood shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.

include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract

- d). Upon completion of any corrective measures, Greenwood shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Greenwood shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

F. Abandon monitoring wells:

- 1). Greenwood shall abandon the monitoring well(s) remaining on the Property. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).

HEALTH AND SAFETY PLAN

5. Greenwood shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format).

Greenwood agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Greenwood.

PUBLIC PARTICIPATION

6. Greenwood and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Greenwood.
 - B. Greenwood shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign(s) will state "Voluntary Cleanup Project by the City of Greenwood under Voluntary Cleanup Contract 17-5707-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Greenwood. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). Greenwood shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).

- 4). Greenwood agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Greenwood shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Greenwood shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Greenwood shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within thirty (30) days of the execution date of this Contract and semi-annually thereafter. The ABCA may serve as the first update.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Greenwood shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Greenwood shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Greenwood or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property such that groundwater beneath the Property shall not be used without prior written approval from the Department or its successor agency, and the Property shall not be used for any purpose other than a recreational park or greenspace use without prior written approval from the Department or its successor agency. Additional restrictions may be required based on the response actions completed under this Contract and as may be required per Paragraphs 4.E.1.c. or 4.E.2.c of this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
 - A. The Department shall prepare and sign the Declaration prior to providing it to Greenwood. An authorized representative of Greenwood or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
 - B. Greenwood or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
 - C. Greenwood or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy

shall show the date and Book and Page number where the Declaration has been recorded.

- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Greenwood or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Greenwood or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Greenwood or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Greenwood or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Greenwood acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H. Greenwood or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Greenwood shall be submitted to Greenwood's designated contact person who as of the effective date of this Contract shall be:

J. Charles Barrineau, Jr., City Manager
City of Greenwood
P.O. Box 40
Greenwood, South Carolina 29648

FINANCIAL REIMBURSEMENT

11. Greenwood or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Greenwood on a quarterly basis. In recognition of Greenwood's status as a local government, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to reinstate oversight billing upon thirty-day notice to Greenwood; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

J. Charles Barrineau, Jr., City Manager
City of Greenwood
P.O. Box 40
Greenwood, South Carolina 29648

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. Greenwood agrees the Department has an irrevocable right of access to the Property for environmental response matters after Greenwood acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Greenwood or its Beneficiaries for the Property under this Contract as follows:
 - A. Greenwood or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or

remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Greenwood or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Greenwood or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Greenwood or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. Greenwood or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Greenwood shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes

paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Greenwood, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Greenwood or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, Greenwood or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Greenwood or its Beneficiaries shall provide written notification to the Department

identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Greenwood, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide Greenwood or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
 - 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in Greenwood's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of Greenwood or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Greenwood or its Beneficiaries;

- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by Greenwood or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by Greenwood or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Greenwood's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Greenwood or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Greenwood or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Greenwood or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party

who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Greenwood and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Greenwood and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Greenwood or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Greenwood or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Greenwood and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Greenwood or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Greenwood and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Greenwood and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY GREENWOOD

19. Greenwood retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Greenwood and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Greenwood and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Greenwood and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Greenwood or its Beneficiaries. Greenwood and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY GREENWOOD AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Greenwood and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

CITY OF GREENWOOD

BY:

DATE:

August 22, 2017

J. Charles Barrineau, Jr., City Manager
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

City of Greenwood

June 7, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name City of Greenwood

4. Contract Signatures for this Applicant

a. Authorized Signatory

J. Charles Barrineau, Jr.

City Manager

charlie.barrineau@gwdcity.com

Name

Title

Email

PO Box 40

864-942-8410

864-992-4623

Address

Phone1

Phone2

Greenwood

SC

29648

City

State

Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

520 Monument Street

Street address

Suite Number

Greenwood

SC

29646

City

State

Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

_____	_____
_____	_____
_____	_____
_____	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☐ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 1801 Foundry Road (intersection of US 25 Main Street and Foundry Road)

b. County Greenwood

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Greenwood
(town/city)

10. List any Companies or Site names by which the Property is known

Greenwood Housing Authority, Inc.

Greenwood Mills Foundry

11. Total Size of Property Covered by this Contract 13.49 Acres

12. How many parcels comprise the Property? 13.49

13. Current Zoning (general description)

Residential 10 - High density residential. 4500 sq ft min lot size. 10 housing units per acre maximum.

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information

Complete the information below for each Parcel (attach additional sheets if needed)

- a. Tax Map Parcel# 6855-515-137
- b. Acreage 13.49
- c. Current Owner Greenwood Housing Aut
- d. Owner Mailing Address PO Box 973
Greenwood, SC 29648
- e. Contact Person for Access Patrick Prince
- f. Access Person's Phone # 864-227-3670 x 30
- g. Is Parcel Currently Vacant? ☒ Yes ☐ No
- h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1997
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

- a. Tax Map Parcel# _____
- b. Acreage _____
- c. Current Owner _____
- d. Owner Mailing Address _____
- e. Contact Person for Access _____
- f. Access Person's Phone # _____
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
- i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)
Public park/greenspace

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number _____
☒ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 0

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____
- b. Please Describe:
Property is strategically located adjacent to US 25/S Main Street in south greenwood. This is a central location for a regional public park adjacent to the campus of the Greenwood Housing Authority and in easy walking access to numerous Greenwood neighborhoods.

21. Anticipated date of closing or acquiring title to the property August / _____ / 2017

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

- ☐ None as of this application date

Carno

Company

1233 Washington Street

Columbia

SC

29201

Address

City

State

Zip

Gail Jeter

803-929-6059

gail.jeter@cardno.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)

Firm

Attorney

Phone1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☒ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☐ New report completed in the past six months by

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Former Greenwood Foundry

☒ The Following reports are attached:

(Site Name)

Report Date
May 9, 2014

Report Name
Phase II Former Greenwood Foundry

Environmental Firm
Cardno

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		



LINE TABLE		
LINE	LENGTH	BEARING
11	49.54	S 87° 07' 44" E
12	8.53	S 78° 09' 42" E
13	7.51	S 75° 53' 11" E
14	54.80	S 72° 43' 07" E
15	52.66	S 88° 55' 14" E
16	55.26	S 53° 49' 49" E
17	66.55	N 53° 40' 25" E
18	46.63	S 56° 44' 21" E
19	36.13	N 62° 18' 57" E
20	37.63	S 65° 43' 54" E
21	39.07	S 66° 48' 45" E
22	58.08	S 87° 59' 11" E
23	44.16	S 75° 59' 42" E

RECEIVED 06/04/2007 14.03 TO SHOW
ONLINE LAW FENCE AS LINE
ADJACENT OLD FENCE/LOT
REMOVED 7-14-08 TO ADD LOT 2
TO PROPERTY TO BE DEEDED.

REMOVED 7-27-04 TO SHOW WATER LINE
AND 2ND EASEMENT FOR SAME.
REMOVED 10-26-09 TO CUT OFF LOT 3.

FOR SPLIT

HOUSING AUTHORITY OF THE
CITY OF GREENWOOD
PG 22, 43
PIN 6855--SB2--109

GRAPHIC SCALE
1 inch = 100 feet
1 knot = 100 ft.

DIVISION SURVEY
FOR HOUSING AUTHORITY CITY OF GREENWOOD
TO CUT OFF LOT 3
FOUNDRY ROAD PROPERTY
PIN 6855-515-137

COUNTY OF GREENWICH

DEC. 12, 2003 ~ REV. 12-15-04 & 7-14-04 & 7-27-04 & 10-26-07

JOHN H. WELBORN SURVEYOR

1416 HWY. 72 WEST
GREENWOOD, S. C. 29649
(864) 223 - 5903

JOHN H. WEIBORN, P.L.S. # 5773B

DRAIN BT 354

925 MG

Prepared by:

Tinsley, & Adams, LLP.
414 Main Street, P. O. Box 1506, Greenwood, SC 29648

6855-515-137 wj
6855-444-163 wj

000008843
RECORDED 08/03/2004 12:45:51PM
Bk:00857 Pg:00305 Pages:4
Fee:10.00 State:208.00
County:88.00 Exempt:-----
Ingram Moon, Clerk of Court
Greenwood County, SC
DEED

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Corporation or Partnership

8843 Bk:857 Pg:305

KNOW ALL MEN BY THESE PRESENTS, that **GREENWOOD MILLS, INC.** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration, to it in hand paid at and before the sealing of these presents by **GREENWOOD HOUSING AUTHORITY, INC.** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

Deliver To: LDNG

All that certain piece, parcel or tract of land, lying and being situate in the County of Greenwood, State of South Carolina, being shown and designated as Lots 1 and 2 on a Plat of survey, prepared by John H. Welborn, dated December 12, 2003, last revised July 14, 2004 and recorded in Plat Book 123 at Page 48, which is incorporated by reference herein. According to said Plat Lot 1 contains 12.210 acres and fronts along Foundry Road, and is bounded as follows: On the West by Lot 2; on the East by property now or formerly of Housing Authority for the City of Greenwood; on the South by property now or formerly of the Southern Railroad and abandoned Southern Railroad; and on the North by Foundry Road. Lot 2 contains 4.121 acres, fronts along Foundry Road and is bounded as follows: On the West by property now or formerly of Southern Railroad; on the North by Foundry Road; and on the East and South by Lot 1.

This being a portion of the property conveyed to Matthews Cotton Mills by deed of Grendel Mills, dated September 15, 1931 and recorded in Deed Book 51 at Page 192. Subsequently Matthews Cotton Mills merged into Greenwood Mills by merger Deed recorded in Deed Book 77 at Page 564 in the Office of the Clerk of Court for Greenwood County.

The within conveyance is subject to the right of the Grantor to use, service, maintain and operate a waterline crossing the northwestern portion of the above described property.

Grantee's Mailing Address: P.O. Box 973, Greenwood, SC 29648-0973

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs, Successors and Assigns against itself and its successors and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

8843 Bk=857 Pg=306

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its undersigned officer(s) or partner(s) and its seal to be hereto affixed.

DATE: 30 Day of July, 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD MILLS, INC.

Jeddi M. Mule
[Signature]

By [Signature]
Its Chief Operating Officer

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named Grantor by its officer(s) or partner(s) as its act and deed, sign, seal, and deliver the within Deed; and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Jeddi M. Mule
witness

SWORN to before me this 30
day of July, 2004.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/21/04

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

8843 Bk:857 Pg:307

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. Property located at bearing GREENWOOD County Tax Map Number 6855-515-137 transferred BY GREENWOOD MILLS, INC. TO GREENWOOD HOUSING AUTHORITY, INC. ON 7-30-04.
3. Check one of the following: The Deed is:
 - (a) x Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) Exempt from the deed recording fee because (See information section of affidavit):
(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of 80,000.00.
 - (b) The fee is computed on the fair market value of the realty which is _____
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes _____ or No x to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is _____

The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: 80,000.00
 - (b) Place the amount listed in item 5 above here: _____
(if no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here 80,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$ 296.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as _____
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.


Responsible Person Connected with the Transaction

Donald A. Long
Print or Type Name Here

Sworn to before me this 30th
day of July, 2004

Jalori M. Miller
Notary Public for South Carolina
My Commission Expires: 01-31-09

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

8843 Bk: 857 Pg: 308

Exempted from the fee are Deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A 'family partnership' is a partnership whose partners are all members of the same family. A 'family trust' is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. 'Family' means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A 'charitable entity' means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided no consideration of any kind is paid or to be paid for the corrective or quitclaim deed;